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Judge Missildine - Precinct 3
Collin County, Texas

03-EV-21-01069
CAUSE NO. _____

JOHN AND DONNA MOSES
Plaintiffs,

v.

VICTOR AND JAYME CANTU
Defendants.

§ IN THE JUSTICE COURT
§
§
§ PRECINCT 3
§
§
§ COLLIN COUNTY, TEXAS

PLAINTIFFS' COMPLAINT FOR EVICTION

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, John Moses and Donna Moses ("**Plaintiffs**"), and file this, Plaintiffs' Complaint for Eviction against Victor Cantu and Jayme Cantu ("**Defendants**"). In support of the complaint, Plaintiffs would respectfully show:

I | PARTIES

1.1 Plaintiffs John and Donna Moses are natural persons residing in Collin County, Texas.

1.2 Defendant Victor Cantu is a natural person who resides in Collin County Texas. Defendant currently resides at 1230 N. Winningkoff Road, Allen, TX, 75002, where he may be personally served with citation. Alternatively, Defendant Victor Cantu may be served at his work address, Raytheon Technologies, 601 Century Parkway 300, Allen, Texas 75013. Plaintiffs know of no other address for Defendant Victor Cantu, either work or home, in Collin County. If necessary, Plaintiffs request alternative service pursuant to Rule 510.4(c). Defendant Victor Cantu is not an active member of the armed forces. (See, Exhibit "A.")

1.3 Defendant Jayme Cantu is a natural person who resides in Collin County Texas. Defendant currently resides at 1230 N. Winningkoff Road, Allen, TX, 75002, where

she may be personally served with citation. Plaintiffs do not have Defendant Jayme Cantu's work address and know of no other address for Defendant Jayme Cantu, either work or home, in Collin County. If necessary, Plaintiffs request alternative service pursuant to Rule 510.4(c). Defendant Jayme Cantu is not an active member of the armed forces. (See, Exhibit "A.")

II | BACKGROUND FACTS

2.1 Plaintiffs and Defendants entered into a One to Four Family Residential (Resale) Contract (the "**Purchase Agreement**"), by which Defendants agreed to purchase the real property located at 1230 N Winningkoff Road, Allen, TX, 75002 (the "**Premises**"). Pursuant to the Purchase Agreement, the sale was supposed to close on September 30, 2020.

2.2 The parties also entered into a BUYER'S TEMPORARY RESIDENTIAL LEASE agreement (the "**Lease Agreement**") by which Defendants agreed to lease the Premises from Plaintiffs pending the sale. Pursuant to the Lease Agreement, Defendants' right of possession terminates upon the earlier of the closing, the pre-closing termination of the contract, the tenant's default on the lease agreement, or the tenant's default under the Purchase Agreement.

2.3 The initial scheduled closing was delayed by agreement, and the parties ultimately agreed to close on March 9, 2021. Defendants represented that they had wired funds to Chicago Title to satisfy their closing obligations, but this representation was false, and the sale did not close. Accordingly, the title company released the earnest money to Plaintiffs on March 14, 2021. As such, the lease terminated in March of this year, pursuant to its terms.

2.4. In addition, Defendants brought unauthorized pets onto the Premises in violation of the Lease Agreement, and removed the clothes washer and dryer from the Premises, thereby converting them to Defendants' own use. Defendants' last rent payment was made on April 2, 2021.

2.5 Plaintiffs delivered a notice to vacate to Defendants via hand delivery on June 8, 2021. Additionally, Plaintiffs emailed a notice to vacate to Defendants (in accordance with the notice provision in the lease) on June 11, 2021. Plaintiffs mailed copies of the notice to vacate, properly addressed to the Premises on May 3, 2021, and June 15, 2021. True and correct copies of Plaintiff's notice to vacate are attached hereto as Exhibit "A."

2.6 Defendants are tenants at sufferance due to their failure to vacate the Premises after the lease term expired and after having received notice to vacate. Defendants' conduct in this respect constitutes a breach of the lease agreement. Additionally, Defendants have breached the lease agreement by failing to pay rent, bringing unauthorized pets onto the Premises in violation of the Lease Agreement, and removing the clothes washer and dryer from the Premises, thereby converting them to Defendants' own use.

2.7 Due to their failure to vacate the Premises at the conclusion of the lease term and due to other defaults under the Lease Agreement, Defendants have no right to possess the Premises and are holding same against Plaintiffs' lawful written demand for possession.

2.8 Defendants are not active duty members of any branch of the United States Armed Forces. (See, Exhibit "B.")

III | REQUESTED RELIEF

3.1 Based on the foregoing, Plaintiffs request a judgment for possession of the Premises, plus past due rent in an amount within the jurisdictional limits of the Court, plus reasonable attorney fees (as provided by the Lease Agreement) of at least \$900.00 through trial in Justice Court.

IV | CONSENT TO SERVICE VIA EMAIL

4.1 Plaintiffs consent to email service of Defendants' answer and any other papers or pleadings filed in this matter, by and through Plaintiffs' attorney, Adam Barela (abarela@sullivancook.com).

V | PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that Defendants be cited to appear and answer and that Plaintiffs have a writ of possession and judgment for possession of the Premises, including removal of Defendants and their possessions, for past due rent within the jurisdictional limits of the Court, Court costs, and for such further relief in law or equity to which Plaintiffs may be entitled.

Respectfully submitted,

SULLIVAN & COOK, LLC

/s/ Adam Barela


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ATTORNEY FOR PLAINTIFFS

UNSWORN VERIFICATION PURSUANT TO TEX CIV. PRAC. & REM. CODE §132.001

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

"My name is, John Moses, my date of birth is January 8, 1969, and my address is 200 S. Austin Drive, Box 8, Allen, Texas 75013. I declare under penalty of perjury that the facts stated in the foregoing Plaintiff's Complaint for Eviction are true and correct."



JOHN MICHAEL MOSES